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(When Filled In)

PRECONTRACT APPROVAL RECORD
(PART ONE)

CONTRACTOR

CONTROL NO. OSA-31[redacted] 25X1
Copy 2 of 2

CONTRACT NO. AU-811

AMENDMENT NO. Final Settlement

29 August 1967

THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.

TYPE OF CONTRACT

☐ L.I.	☐ F.P. REDETERM	☐ CPIF	☐ TECH REP
☐ DEFINITIZED	☐ FPIP	☐ T&M	☐ FISCAL YEAR
☐ F.P.	☒ CPFF	☐ CALL TYPE	

FINANCIAL DATA

CONTRACT VALUE	PREVIOUS OBLIGATION - PRIOR FY	PREVIOUS OBLIGATION - CURRENT FY
$ 81,098 Final	$ 81,098 ~~Final~~	$

OBLIGATION BY THIS DOCUMENT

DESCRIPTION, PROGRAM OR LINE ITEM	FISCAL YEAR	PROJECT	AMOUNT
			$ -0-
TOTAL THIS OBLIGATION →			$ -0-
CONTINGENT UPON AVAILABILITY OF FUNDS			
EXPOSURE LIABILITY			

RATE	DATE	RATE	DATE
CPFF O/H RATES FIXED THRU		PRICING FORMULA FIXED THRU	
T&M RATES FIXED THRU		TECH REP RATES FIXED THRU	

NEGOTIATOR APPROVAL		CD RECORDATION	
SIGNED	DATE 8/29/67	SIGNED	DATE 8/29/67

25X1 25X1

PRECONTRACT CONCURRENCES

UNIT	TYPED NAME	SIGNATURE	DATE
CONTRACTING OFFICER			8-29 25X1
BUDGET & FINANCE			8-30-67
GENERAL COUNSEL			5 Sept. 67
TECHNICAL REPRESENTATIVE OEL			
TECHNICAL REPRESENTATIVE			

CONTRACT SIGNATURE (Contracting Officer)	DATE	DATE MAILED	DATE DISTRIBUTED
			5 Sept. 67

FORM 11-63 2167

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GROUP 1
Excluded from automatic downgrading and declassification

(12)

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PRECONTRACT APPROVAL RECORD (PART TWO)	CONTRACT

The services and equipment being procured by this Contract No AU-811 are in furtherance of the _____ Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.

25X1

The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:

Contract No. AU-811 covered analytical services for a supporting study of a Threat Warning and Analysis System for 25X1 **in the estimated amount of $81,098 inclusive of $7,061 fixed-fee.**

The final cost and property audit of the contract has been completed and a report thereof has been submitted to CMD. The Auditor has recommended for acceptance total cost in the amount of $74,037. This cost together with the approved fixed-fee of $7,061 results in a final contract price of $81,098.

In connection with this settlement there are attached the following documents:

Audit Report OSA-2709-67
Contractor's Release
Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts.
Contractor's Cumulative Claim and Reconciliation
Negative Report of Inventions

All work and services required under the task order have been satisfactorily performed. There is no residual inventory under the contract. No GFE was supplied to the Contractor for use in the performance of the contract. No inventions were conceived or reduced to practice in the performance of the contract.

GROUP 1 Excluded from automatic downgrading and declassification

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OSA-2709-67
A-67-59-241

REPLY TO:

[redacted] 25X1

19 July 1967

SUBJECT: Contract Audit Closing Statement

[redacted] 25X1

TO : Contracting Officer

1. This contract dated August 13, 1965, provided for analytical services for a threat warning system. Work commenced in August, 1965 and was completed in June, 1966.

2. We have examined the contractor's accounting records and financial operating procedures for the purpose of determining whether the amounts claimed for reimbursement by the contractor, as represented by public vouchers submitted, constitute allowable costs under the terms of the contract. The examination was performed in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances.

3. Based upon our examination, the following represents the results of our review:

Contract estimated cost (Amend. 3)	$74,037
Cost claimed and auditor's recommended allowable cost	$74,037

4. The total fixed fee payable to the contractor as determined in accordance with the provision of the contract is $7,061.

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5. There are no known unclaimed wages, unclaimed deposits, unpresented checks, or potential credits and refunds.

6. There is no known remaining Government property under the contract.

SIGNED

[redacted] 25X1

DCAA Representative - APL

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Contract No. AU-811 25X1

[redacted]

CONTRACTOR'S RELEASE

Pursuant to the terms of Contract No. AU-811
and in consideration of the sum of Eighty-one thousand ninety-eight dollars and no cents ---------- ($81,098.00----) which has been or is to be paid under the said contract to [redacted] 25X1
Maryland (hereinafter called the Contractor) or to its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government) does remise, release and discharge the Government, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor as follows:
(If none so state) None

2. Claims, together with reasonable expenses incidental thereto based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 24th day of August 1967.

25X1

[redacted]

By [redacted]

Title Associate Director, Operations Analysis Division

CERTIFICATE

I [redacted], certify that I am the Vice President 25X1
of the corporation named as Contractor in the foregoing release: that [redacted] 25X1
who signed said release on behalf of the Contractor was then Assoc. Dir., Operations Analysis Division of said Corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

25X1

(CORPORATE SEAL) [redacted]

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25X1

Contract No. AU-811

Contractor's Assignment

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

Pursuant to the terms of Contract No. AU-811 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, [redacted], 25X1
[redacted] (hereinafter called the 25X1
Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the U. S. Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, This assignment has been executed this 24th day of August 1967.

OPERATIONS RESEARCH INCORPORATED

25X1

By ([redacted])

Title Associate Director, Operations Analysis Division

CERTIFICATE

I, [redacted], certify that I am the [redacted] 25X1
Vice President of the corporation named as Contractor in the foregoing assignment; that [redacted] who signed said 25X1
assignment on behalf of the Contractor was then Assoc. Dir., Operations Analysis Division of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

25X1

(CORPORATE SEAL) [redacted]

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CONTRACTOR'S CUMULATIVE CLAIM AND RECONCILIATION

Contract No AU-811 Job No. _____ Task No. _____ Project No. _____

Total Claimed from Inception of Work under this Contract less disallowances concurred in by the contractor and disallowances not subject to appeal:

Direct Material	11,961.94
Direct Labor	30,932.70
Other Direct Costs	43.95
Overhead (indirect costs)	38,853.96
Subcontract Costs	-
Total	81,792.55
Less: Excess Costs	(7,755.55)
Fixed Fee	7,061.00
Net Amount Claimed	81,098.00
Less: Amounts approved on Public Vouchers Nos. 1 to 11	81,098.00
Items disallowed subject to appeal	-0-

25X1

Contractor

24 August 1967
Date

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REPORT INVENTIONS AND SUBCONTRACTS

(Pursuant to "Patent Rights" Contract Clause)

Form Approved
Budget Bureau No. 22-R160

INSTRUCTIONS TO CONTRACTOR

This form may be used for INTERIM and FINAL reports, and when used shall be completed and forwarded to the Contracting Officer in triplicate.

An INTERIM report shall be submitted at least every twelve months, commencing with the date of the contract, and should include only those inventions and subcontracts for which complete information has not previously been reported.

A FINAL report shall be submitted as soon as practicable after the work under the contract is complete and shall include (a) a summary of all inventions required by the contract to be reported, including all inventions previously reported and any inventions since the last INTERIM report; and (b) any required information for subcontracts which has not previously been reported.

1. NAME AND ADDRESS OF CONTRACTOR

2. CONTRACT NUMBER: AU-811 25X1

3. TYPE OF REPORT *(check one)*: ☐ a. INTERIM ☒ b. FINAL

SECTION I - INVENTIONS *("Subject Inventions" required to be reported by the "Patent Rights" clause)*

4. INVENTION DATA *(check one)*

☒ a. THERE WERE NO INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE

☐ b. LISTED BELOW ARE INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE. ANY INVENTION DISCLOSURES WHICH HAVE NOT BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER ARE ATTACHED TO THIS REPORT.

(i) NAME OF INVENTOR	(ii) TITLE OF INVENTION	(iii) PATENT APPLICATION SERIAL NUMBER AND CONTRACTOR'S DOCKET NO.	(iv) CONTRACTOR HAS FILED OR WILL FILE U.S. PATENT APPLICATION		(v) CONFIRMATORY LICENSE OR ASSIGNMENT HAS BEEN FORWARDED TO CONTRACTING OFFICER	
			YES	NO	YES	NO
Not applicable						

SECTION II - SUBCONTRACTS *(Containing a "Patent Rights" clause)*

5. LISTED BELOW IS INFORMATION REQUIRED BUT NOT PREVIOUSLY REPORTED FOR SUBCONTRACTS. *(If not applicable, write "None".)*

(i) NAME AND ADDRESS OF SUBCONTRACTOR	(ii) SUBCONTRACT NUMBER	(iii) DATE CLAUSE FURNISHED TO CONTRACTING OFFICER	(iv) DATE SUBCONTRACT COMPLETED
None			

SECTION III - CERTIFICATE

CONTRACTOR CERTIFIES THAT THIS REPORT OF INVENTIONS AND SUBCONTRACTS INCLUDING ANY ATTACHMENTS, IS CORRECT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF.

DATE	NAME AND TITLE OF AUTHORIZED OFFICIAL *(Print or Type)*	SIGNATURE
24 Aug 1967		25X1

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